

Exhibit A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

AKORN HOLDING COMPANY LLC, *et al.*¹

Debtors.

Chapter 7

Case No. 23-10253 (KBO)

(Jointly Administered)

Related Doc. No. _____

**ORDER GRANTING TRUSTEE’S MOTION FOR ENTRY OF ORDER (I)
AUTHORIZING THE SUPPLEMENTAL ASSUMPTION AND ASSIGNMENT OF
EXECUTORY ADDITIONAL CONTRACTS; (II) FIXING CURE AMOUNTS
ASSOCIATED THEREWITH; AND (III) GRANTING RELATED RELIEF**

Upon the *Trustee’s Motion for Entry of Order (I) Authorizing the Supplemental Assumption and Assignment of Executory Additional Contracts, (II) Fixing Cure Amounts Associated Therewith, and (III) Granting Related Relief* (the “Motion”),² which seeks entry of an order (i) approving the assumption and assignment of the Additional Contracts to the Assignees, (ii) fixing Cure Amounts associated with each Additional Contract, and (iii) waiving any stay of the effectiveness of the order granting this Motion; the Court having found that notice of the Motion was appropriate and that no other notice need be provided; and the Court having reviewed the Motion and determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.

¹ The Debtors in these chapter 7 cases, along with the last four digits of their federal tax identification numbers, and cases numbers are Akorn Holding Company LLC (9190), Case No. 23-10253 (KBO); Akorn Intermediate Company LLC (6123), Case No. 23-10254 (KBO); and Akorn Operating Company LLC (6184), Case No. 23-10255. The Debtors’ headquarters is located at 5605 CenterPoint Court, Gurnee, IL 60031.

² Capitalized terms used but not defined in this Order shall have the meanings given in the Motion or the Purchase Agreement, as applicable.

2. The assumption and assignment of the Additional Contracts to the Assignees, as set forth on Schedule 1 hereto, is hereby approved. The Trustee is authorized to assume and assign the Additional Contracts to the Assignees pursuant to section 365 of the Bankruptcy Code.

3. Each Counterparty shall each look solely to the Assignee of their respective Additional Contract for any amounts payable under such Additional Contract from and after the Closing Date.

4. The Additional Contracts are executory contracts under section 365 of the Bankruptcy Code. The Trustee may assume the Additional Contracts in accordance with section 365 of the Bankruptcy Code. The Trustee may assign the Additional Contracts in accordance with sections 363 and 365 of the Bankruptcy Code. Any provisions in the Additional Contracts that purport to prohibit or condition the assignment of the Additional Contracts or allow the Counterparties to terminate, recapture, impose any penalty, or modify any term or condition upon the assignment of the Additional Contracts, constitute unenforceable anti-assignment provisions that are void and of no force and effect; all other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Trustee and assignment to the Assignee of the Additional Contracts have been satisfied. The Additional Contracts shall be transferred and assigned to, and following the closing of the Sale remain in full force and effect for the benefit of, the Assignees, notwithstanding any provision in the Additional Contracts (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that purports to prohibit, restrict, or condition such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, the Estates shall be relieved from any further liability with respect to the Additional Contracts after such assignment to and assumption by the Assignees.

5. Upon Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Assignees shall be fully and irrevocably vested in all rights and title of the Estates' to the Additional Contracts.

6. The Cure Amounts necessary to cure any defaults existing under the Additional Contracts are the amounts listed on Schedule 1. The Assignees shall pay the Cure Amounts at Closing, or at such later time as may be mutually agreed upon by an Assignee and any applicable Counterparty. No other defaults exist under the Additional Contracts. The Counterparties waive, release, and are hereby precluded from asserting any claims against the Debtors, the Trustee or the Estates for any claims arising out of or in connection with the Additional Contracts. The Assignees shall pay the Cure Amounts to the applicable Counterparties in full satisfaction of the Counterparties' claims for defaults that may have arisen under the Additional Contracts.

7. This Order is effective immediately upon entry, and the stay of Bankruptcy Rule 6006(d) is hereby waived.

Schedule 1

<u>Counterparty</u>	<u>Name of Agreement</u>	<u>Counterparty 1 Address</u>	<u>Counterparty 2</u>	<u>Counterparty 2 Address</u>	<u>Cure Amount</u>	<u>Debtor Party</u>	<u>Assignee</u>	<u>Counsel to Assignee</u>
NextPharma GmbH	Development Agreement as of May 22, 2018 between Akorn Animal Health, Inc. and NextPharma GmbH	NextPharma GmbHHildebrandstrasse 12 37081 Gottingen, Germany			\$ 70,200.69	Akron Operating Company LLC	Hikma Pharmaceuticals USA Inc.	Deborah Kovsky-Apap Troutman Pepper 4000 Town Center Suite 1800 Southfield, MI 48075 Tel: 212.808.2726 deborah.kovsky@troutman.com
Mikart, Inc.	Manufacturing and Supply Agreement dated April 1, 2005 and its amendments, if any – Trihexyphenidyl (5.4.9.2.4.7)	Mikart, Inc. 1750 Chattahoochee Avenue Atlanta, GA 30318			\$ 20,056.00	Akron Operating Company LLC	Hikma Pharmaceuticals USA Inc.	Deborah Kovsky-Apap Troutman Pepper 4000 Town Center Suite 1800 Southfield, MI 48075 Tel: 212.808.2726 deborah.kovsky@troutman.com
Mikart, Inc.	Manufacturing and Supply Agreement dated July 19, 2007 by and between Mikart, Inc. _Inc. and Atley Pharmaceuticals, Inc. – Lortab (5.4.9.2.4.14)	Mikart, Inc. 1750 Chattahoochee Avenue Atlanta, GA 30318			\$ 15,000.00	Akron Operating Company LLC	Hikma Pharmaceuticals USA Inc.	Deborah Kovsky-Apap Troutman Pepper 4000 Town Center Suite 1800 Southfield, MI 48075 Tel: 212.808.2726 deborah.kovsky@troutman.com
Stira Pharmaceuticals LLC	Assignment and Assumption Agreement among Stira Pharmaceuticals, LLC, Metrochem API Private Limited, and Akorn Operating Company LLC, dated August 23, 2022	Stira Pharmaceuticals LLC 161 Dwight Place Fairfield, NJ 07004	Metrochem API Private Ltd.	Flat No. 302 Bhanu Enclave Sunder Nagar, Erragadda Hyderabad - 500038, Telangana State, India	\$0	Akron Operating Company LLC	Stira Pharmaceuticals	Sam Della Fera, Jr. Chiesa Shahinian & Giantomasi PC 105 Eisenhower Pkwy Roseland, NJ 07068 Tel: 973-530-2076 sdellafera@csglaw.com
Nomax, Inc.	Price Increase and Authorized Distributor Record as of December 1, 2006 between Akorn Incorporated and Nomax, Inc.	Nomax, Inc. 40 N. Rock Hill Rd. St. Louis, MO 63119			\$0	Akron Operating Company LLC	Epic	Rocco A. Cavaliere Tarter Krinsky & Drogin LLP 1350 Broadway New York, NY 10018 rcavaliere@tarterkrinsky.com Tel: 212-216-1141
Mikart, Inc.	Manufacturing and Supply Agreement dated April 1, 2005 by and between VersaPharm Incorporated and Mikart, Inc. – Aminocaproic Acid	Mikart, Inc. 1750 Chattahoochee Avenue Atlanta, GA 30318			\$0	Akorn Operating Company LLC	Hikma Pharmaceuticals USA Inc.	Deborah Kovsky-Apap Troutman Pepper 4000 Town Center Suite 1800 Southfield, MI 48075 Tel: 212.808.2726 deborah.kovsky@troutman.com

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Fareva Amboise	Amended and Restated Akorn / Commercial and Transfer offer for Tulathromycin injectable solution (replacing in its entirety AM-0293)	Fareva Amboise ZI Poce-sur-Cisse 37401 Amboise, France Fareva Amboise Pharma Division les Iles Ferays Tournon sur Rhone, 07300, France Fareva Amboise Zone industrielle de 29 Rue de l'industrie 37530 Pocé-sur-Cisse France ychmaux.corporate@fareva.com ebarre.amboise@fareva.com			\$ 178,425.09	Akorn Operating Company LLC	Hikma Pharmaceuticals USA Inc.	Deborah Kovsky-Apap Troutman Pepper 4000 Town Center Suite 1800 Southfield, MI 48075 Tel: 212.808.2726 deborah.kovsky@troutman.com
FTF Pharma PVT. LTD	Development, License and Commercialization Agreement, dated April 4, 2022	FTF Pharma PVT. LTD Block No. 193(Part) + 211(Part) Xcelon Industrial Park Chak-de-India Weigh Bridge Road Vanasana Chacharwadi, Tal: Sanand, Ahmedabad Gujarat, Idia-382213, India			\$ 100,000.00	Akorn Operating Company LLC	Hikma Pharmaceuticals USA Inc.	Deborah Kovsky-Apap Troutman Pepper 4000 Town Center Suite 1800 Southfield, MI 48075 Tel: 212.808.2726 deborah.kovsky@troutman.com